

DEED OF TRUST, NOTE AND EQUITY PARTICIPATION  
MODIFICATION AGREEMENT

THIS AGREEMENT made and entered into as of the 15th day of December, 1997, by and between C.I.O.S. (hereinafter referred to as "Lender"), and CENTRAL STORAGE, L.L.C. (hereinafter referred to as "Borrower").

## WITNESSETH:

WHEREAS, Borrower is indebted to Lender for borrowed money as evidenced by a certain Promissory Note in the original principal sum of One million four hundred nine thousand and no/100 Dollars (\$1,409,000.00), dated October 15, 1996, and secured by a Deed of Trust recorded in the Chancery Clerk's Office of DeSoto County, Mississippi, in Book 863, Page 395; and

WHEREAS, Wincor, Inc., one of the two original Makers of the Promissory Note described above, was released from liability on said Note by Agreement between Lender and Borrower dated January 27, 1997; and

WHEREAS, Borrower desires to obtain from Lender an increase in the amount of the indebtedness and a modification of the terms of payment of the aforesaid Note and Lender is willing to grant said modification upon agreement of Borrower to make, keep and perform all the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid to Lender, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do agree as follows:

1. The indebtedness as evidenced by the aforesaid Promissory Note in the original principal sum of One million four hundred nine thousand and no/100 (\$1,409,000.00) Dollars dated October 15, 1996, and the present outstanding principal balance of \$1,254,485.15 as of December 12, 1997, held by Lender is hereby modified and extended so the same shall be paid together with interest as hereinafter provided:

The principal balance of this Note is hereby increased by \$175,000.00 so that total principal available for disbursement will be \$1,584,000.00. The Construction Term of this Note shall continue to be payable in monthly payments of interest only, computed at the rate of twelve and no/100 (12%) percent per annum until thirty (30) days from the date of this Agreement, when the interest rate on the outstanding principal balance shall be decreased to eleven and 75/100 (11.75%) percent per annum. The maturity date of the Construction Term shall be extended to October 15, 1998. The Mini-Perm Term shall remain as described in the Promissory Note except that the interest rate shall be decreased to eleven and 75/100 (11.75%) percent per annum.

2. Lender agrees to make a notation upon its records showing that the Note aforesaid has been extended and modified as set forth herein.

3. The lien of the Deed of Trust aforesaid is hereby modified so that the same shall not be barred by applicable statute of limitations until ten (10) years from the date of maturity of the Note as modified hereinabove, and the lien of the Deed of Trust shall remain in full force and effect and unimpaired for a period of ten (10) years from the date of maturity of the Note, as herein modified.

4. In consideration of the modifications granted herein, Borrower agrees that Lender's percentage interest in the Equity Participation Agreement dated October 15, 1996, shall be increased to 33%, and Borrower and Lender each agree to make amendment to its documents to reflect the modifications as set forth herein. Borrower promises to pay said indebtedness as set forth hereinabove, to keep and perform all the covenants, terms and conditions contained in said mortgage, deed to secure debts, note, security agreement, loan agreement, or other agreements or documents governing the terms and conditions of the borrowing affected hereby, in default of which the Holder of said indebtedness, at its option, may declare said indebtedness accelerated and matured for all purposes, and may proceed to foreclose on any of the collateral held to secure same, or to exercise at its option any right or privilege granted in any of said agreements

or documents or by law.

5. The terms, covenants, and conditions of any such agreement or document or of any note are hereby incorporated herein by reference. It is expressly understood and agreed that the terms, covenants and conditions of all instruments evidencing or securing the debts shall remain in full force and effect, and shall in no manner be affected by the execution of this agreement except as the same are expressly modified herein.

6. The execution of this agreement does not discharge any of the obligors, sureties, endorsers, or guarantors of the Note, and all rights of the Lender against any or all of the same are expressly reserved. This Modification Agreement is executed by obligors, sureties, endorsers, or guarantors as makers of the Note secured by the aforesaid Deeds of Trust to acknowledge the continuing liability as evidenced by the Note herein described.

7. A full release of the Deed of Trust aforesaid shall constitute a release of this agreement except however the modification to the Equity Participation Agreement dated October 15, 1996, as amended by this modification agreement shall remain in full force and effect.

8. This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, next of kin, successors, assigns, transferees, and grantees.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) as of the 15th day of December, 1997.

**LENDER:**

C.I.O.S.

BY: Paul P. Piper

Paul P. Piper, Trustee

**BORROWER:**

CENTRAL STORAGE L.L.C.

BY: John E. Goodwin

John E. Goodwin  
Member/Manager

**GUARANTORS:**

John E. Goodwin  
John E. Goodwin, Individually

C. Eugene Goodwin, Jr.  
C. Eugene Goodwin, Jr., Individually

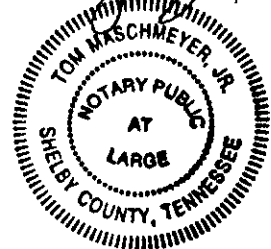
STATE OF TENNESSEE)  
COUNTY OF SHELBY )

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared PAUL P. PIPER, to me known to be the TRUSTEE of C.I.O.S., a Tennessee Charitable Trust, the within-named bargainer and that he, being authorized so to do, and acknowledged that he executed the same by signing the name of the Trust by himself as such Trustee.

WITNESS my hand and Notarial Seal this 7th day of JANUARY, 1997.

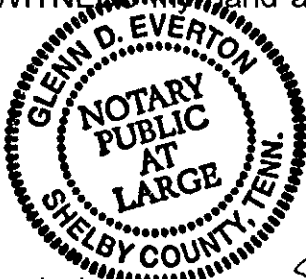
Tom Maschmeyer Jr.  
Notary Public

My Commission expires: 01/17/01



Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JOHN E. GOODWIN, to me known to be the Member/Manager of CENTRAL STORAGE, L.L.C., the within-named bargainor, a limited liability company, and that he, being authorized so to do, and acknowledged that he executed the same by signing the name of the Company by himself as such Member/Manager.

WITNESS my hand and Notarial Seal this 18th day of December, 1997.



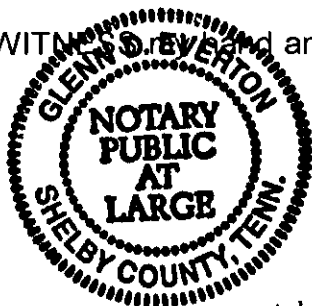
Glenn D. Everton  
Notary Public

My Commission expires: 5/16/2001

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared JOHN E. GOODWIN and C. EUGENE GOODWIN, JR., to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal this 18th day of December, 1997.



Glenn D. Everton  
Notary Public

My Commission expires: 5/16/2001

This Instrument Prepared By:  
GRIFFIN, CLIFT, EVERTON & THORNTON  
6489 Quail Hollow, #100  
Memphis, Tennessee 38120  
901/752-1133  
File No. ST 152066-A (GDE/lb)

Return To: Preparer

STATE MS. - DESOTO CO. *ho*

JAN 9 11 18 AM '98

BK 962 PG 198  
W.E. DAVIS CH CLK.